

development of Sprint incumbent local exchange carrier's ("ILEC") Central Office Closing Process, and other long-term processes and policies for collocation. In addition, I have helped to prepare testimony, comments, and presentations for the Federal Communications Commission ("FCC") and some state Commissions on how Sprint ILEC makes a determination as to whether an office is closed to further physical collocation. I also am responsible for securing collocation space in ILEC premises where Sprint's request has been denied.

4. The purpose of my affidavit is to set forth the specific issues relating to Verizon's non-compliance with the FCC's rules in its physical collocation offerings.

Verizon's Physical Collocation Offerings are not Consistent with the FCC's Rules

5. Although Verizon PA offers three specific physical collocation offerings including Caged Physical Collocation, Secured Collocation Open Physical Environment (SCOPE) and Cageless Collocation Open Environment (CCOE), their collocation offerings, specifically the CCOE offering, are not compliant with the FCC's rules. Verizon is obligated according to the FCC's rules¹ to provide for caged, cageless, shared and adjacent collocation. However, Verizon PA's CCOE offering is not in compliance with the FCC's definition of cageless collocation².

6. During a Central Office tour in an office where Sprint was denied

¹ 47 CFR § 51.323(k)

² 47 CFR § 51.323(k)(2)

collocation space in Pennsylvania it came to Sprint's attention that Verizon PA's policies prohibit any form of collocation other than virtual in the general areas of their central offices. As Sprint representatives came to understand Verizon's policy on collocation through conversation with Verizon tour guides, it became apparent that Verizon had set aside a specific amount of space for its SCOPE and CCOE collocation offerings. Once that space had been allocated to collocators to the point that it reached exhaust, the only further collocation that would be allowed in the central office would be virtual collocation. Verizon PA's restrictive policy on physical collocation is in direct violation of the FCC's Advanced Services Order and is a mechanism by which to limit competition in Verizon PA territories. Verizon PA's restrictive and anti-competitive policies on the assignment of collocation space defeat the purpose of the FCC's rule regarding the removal of obsolete/unused equipment. Verizon PA may remove the obsolete/unused equipment, but would continue to offer only virtual collocation outside of the separate room that it had set aside for collocators.

7. Verizon PA, in its checklist items alluded to the fact that its collocation offerings are the same as they are in New York, where Verizon has already received FCC approval for its 271 application. However, there is a marked difference between the scenario in New York and the one in Pennsylvania. Specifically, when requesting carriers requested collocation space in New York central offices, there was plenty of space for collocation. Therefore, the types of collocation arrangements Verizon offers and the manner in which it administers those offerings was not at issue because there were no space exhaust situations.

It did not come to Sprint's attention that Verizon was allocating space in such a discriminatory manner until Sprint was denied collocation space, first in Maryland, then in Pennsylvania and had the opportunity to tour those offices and interface with Verizon representatives regarding their space allocation policies.

Verizon Has Not Provided Sprint with Remote Terminal Information Needed to Pursue Remote Collocation Arrangements

8. Given the limits and distance sensitivity of xDSL technologies, Sprint currently has limited reach to the number of customers it can provide xDSL services to from Verizon central offices. In efforts to increase its presence in the market, Sprint is investigating the feasibility of placing collocation arrangements at remote terminal locations. Sprint has requested from Verizon on several occasions (through letters to the Sprint Account Team, conference calls, and in collaborative sessions) specific information which Sprint needs to make sound business decisions about where and whether or not to request collocation arrangements at remote terminals, however, Verizon has not been forthcoming with the information Sprint has requested. In fact, Verizon has refused to provide Sprint with the information it has requested. It is important to note that the information that Sprint is requesting is not available in any Industry standard database, such as CLONES, in the same manner that central office data is available.

9. Verizon's process for initiating a remote collocation arrangement is that a CLEC should submit an application with the appropriate Common Language

Location Identifier (CLLI) Code and address of the site where the CLEC seeks to collocate. Upon receipt of the application, Verizon will make a determination as to whether or not space is available in the site requested and the requested collocation arrangement is technically feasible. It appears that Verizon will cooperate with CLECs in implementing remote collocation arrangements, however, they still refuse to provide the up front information that is needed to initiate a request for remote collocation. The specific information that Sprint is as follows:

- A. Remote Terminal (RT) CLLI
- B. Remote Terminal Address (city, street, zip code)
- C. Remote Terminal Equipped Lines
- D. Remote Terminal Working Lines
- E. Remote Terminal to Central Office Transport Type(s) Available and Planned, e.g., dark Fiber, DS3, etc.
- F. Remote Terminal Type (manufacturer, model, etc.)
- G. Remote Terminal Housing Size and Type, e.g., CEV
- H. All Serving Area Interface ("SAI") CLLIs for each Remote Terminal
- I. Serving Area Interface Address(es) (city, street, zip code)
- J. Number of Terminal Connections (F1 & F2) Available in each Serving Area Interface
- K. All Service Addresses for each Serving Area Interface (city, street, zip code)

Verizon Should Provide More Specific and Detailed Information when it Determines a Central Office Cannot Accommodate Additional Physical Collocation due to Space Exhaust

10. When Verizon determines that a particular central office cannot accommodate additional physical collocation arrangements due to space exhaust, it should provide both the Commission and the requesting CLEC with specific detailed information that will aid both the Commission and the requesting

CLEC in validating Verizon's claim of space exhaustion.³ This information should be provided up front in the Waiver process and not in lieu of a central office tour, as such information will facilitate the CLEC's understanding of what it observes during the central office tour. The information that Sprint believes should be provided is as follows:

- A) Exchange, Wire Center, Central Office Common Language Identifier (CLLI, if applicable), address, a brief description of the premises and the V&H coordinates;
- B) The identity of the requesting CLEC, including amount of space sought by the CLEC;
- C) Total amount of space at the premises;
- D) A detailed explanation of the reason for the exemption waiver;
- E) A clearly labeled engineering floor plan/diagrams of the premise of at least 1/8" to 1', accompanied with proper legend and scale to assist in the interpretation of the floor plan showing:
 - a. Space housing the ILEC network equipment in use including number of lines wired, equipped and in-service and its function (e.g., switching, transmission, power, etc.),
 - b. Space housing non-regulated services and administrative offices;
 - c. Space housing obsolete unused equipment, equipment being phased out, not in use and/or stored, including the expected retirement and/or removal date(s);
 - d. Space occupied by the ILEC affiliates;
 - e. Space which does not currently house the ILEC equipment or administrative offices but is reserved by

³ This issue is currently pending before the PA PUC in Docket Nos. R-00994697 and R-00994697C0001

the ILEC for future use by ILEC or its affiliates, and the expected time-frame of use;

- f. Space occupied by and/or reserved for CLECs for the purpose of network interconnection or access to unbundled network elements, by type of arrangement (e.g., physical, cageless, shared, virtual, etc.);
 - g. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
 - h. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any; and
 - i. Planned Central Office rearrangement/ expansion plans, if any.
- F) Description of other plans, if any, that may relieve space exhaustion, including plans showing any adjacent space.
- G) A detailed description and analysis of any equipment rearrangements, administrative office space relocation and/or building expansion plans, including timelines;
- H) A detailed description of any efforts or plans to avoid space exhaustion in the premise including a proposed timeline of any such plans and estimation of the duration of the exemption; and
- I) A demand and facility forecast including, but not limited to, three to five years of historical data, and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.).

11. At least one other ILEC (Southwestern Bell) has agreed to provide the information that Sprint is requesting that Verizon should provide by including language in its Local Access Tariff prior to obtaining approval for its 271 application in Texas. In addition, just as the Texas tariff does, SBC/Ameritech's tariffs in Kansas and Illinois also provide that upon denial of a collocation request

due to space exhaustion, SBC/Ameritech will provide this information to both the Commission and the requesting CLEC subject to proprietary protections.

Compiling this information should not pose a significant burden on Verizon PA because it is Sprint's belief that this is merely the information that Verizon PA should have reviewed prior to denying the CLEC's request for physical collocation.

12. While there are other methods, such as the complaint process, of reaching resolution of space exhaust issues when Verizon PA and the CLEC are in dispute over whether there is sufficient space in the central office to accommodate the CLEC's collocation request, those methods are filled with uncertainty and delay. Such methods will further preclude CLECs from being able to provide services to the consumers served by the particular central office in dispute in a timely manner. In addition, the complaint process is adversarial and increases the Commission's burden as it will have to determine what information is necessary to make a sound judgement regarding the availability of sufficient space to accommodate the CLEC's request in the central office in question. Having the information listed above early on in the process will ensure that both the CLEC and the Commission have the information needed to determine if space in the central office in question is indeed exhausted. In addition, having this information in hand will serve to further the pro-competitive goals of the Telecommunications Act of 1996 by facilitating the rapid deployment of advanced services by facilities based competitors.

Verizon Should Provide Collocators With the Ability to Place Orders for Transport Prior to Completion of the Collocation Arrangement

13. Verizon's current collocation processes dictate that CLECs must wait until they receive the Actual Point of Termination (APOT) information, which is provided a maximum of two weeks prior to completion of the collocation arrangement, prior to placing an order for transport from their collocation space. This process is inefficient and unnecessarily delays a collocator's ability to use its collocation space.

14. Several other ILECs, including Qwest and SBC are allowing Sprint to place orders up front in the collocation process so that transport will be available at the same time the collocation arrangement becomes available. This process ensures that Sprint will be able to use its collocation arrangement as soon as it can get its equipment installed, without further dependencies on and delays caused by the ILEC. Right now it can take as long as an additional 120 calendar days after Sprint's collocation arrangement is ready before Sprint can have transport from that collocation arrangement. This means that Sprint is effectively forced to pay Monthly Recurring Charges for collocation space that it cannot use. Without timely delivery of transport from the collocation arrangement, Verizon's collocation provisioning intervals are of little significance to Sprint because Sprint still cannot make use of the collocation arrangement to provide services to consumers in Verizon's territory until the transport is delivered.

Verizon's DC Power Charges are Exorbitant

15. The monthly recurring rates Verizon charges per amp of DC power in Pennsylvania are among the highest in the country. Verizon currently charges \$17.44 per amp of DC Power on a monthly recurring basis. This rate is inconsistent with the monthly recurring charges for DC Power in other Verizon states such as New York and Massachusetts, where the per amp DC power charges are \$6.44 and \$4.88 respectively. In those states, Verizon charges for redundant power. This means that when Sprint orders 70 amps of DC power on both A and B feeds, as required by the equipment placed in Sprint's collocation space, although Sprint's equipment cannot drain more than 70 amps of power at any given time, Verizon charges Sprint for 140 amps of DC power each month. Sprint does not support this method of charging for DC Power, but even with the charges for redundancy in other Verizon states such as New York and Massachusetts, the total per amp charge for DC power only comes to \$12.88 and \$9.76. This has a significant impact on Sprint's monthly collocation costs as Sprint only pays about \$900 per month in New York and \$680 per month in Massachusetts versus \$1220 per month in Pennsylvania per central office for the same amount of power.

Declaration of Rebecca Thompson, Sprint

I verify and aver that the foregoing is true and correct to the best of my knowledge, information and belief, subject to the penalties of 18 Pa. C.S. § 4904.

/s/Rebecca M. Thompson
Rebecca M. Thompson



C



**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Consultative Report on Application of Verizon Pennsylvania, Inc. for FCC Authorization to Provide In-Region, InterLATA Service in Pennsylvania	:	Docket No. M-00001435
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**CAVALIER TELEPHONE MID-ATLANTIC'S FINAL COMMENTS
TO VERIZON PENNSYLVANIA, INC.'S APPLICATION FOR
FCC AUTHORIZATION TO PROVIDE IN-REGION,
INTERLATA SERVICE IN PENNSYLVANIA**

Pursuant to the Briefing/Final Comments Order (the "Order") dated March 22, 2001, issued by the Pennsylvania Public Utility Commission ("Commission"), Cavalier Telephone Mid-Atlantic, LLC, ("Cavalier") hereby submits its Final Comments to Verizon - Pennsylvania, Inc.'s ("Verizon"), application for FCC authorization to provide in-region, interLATA service in Pennsylvania. As requested in the Order, these Final Comments will not duplicate but will supplement the original Comments filed by Cavalier.

I. SECTION 271(c)(2)(B)(ii) & (v): CHECKLIST ITEMS 2 and 5: DARK FIBER UNE AND DARK FIBER LOCAL TRANSPORT

A. Non Pricing Issues: Requirements for Access to Dark Fiber as UNE and Local Transport

Checklist items two and five require Verizon to provide dark fiber as a UNE and as local transport, respectively. The entire process for finding, ordering and receiving dark fiber from Verizon is fraught with obstacles and delays, and is tainted by Verizon's unjust, unreasonable and discriminatory practices. As explained in further detail below,

Verizon's processes and actions frustrate the purposes of §§ 251 and 252 of the Telecommunications Act of 1996, 47 U.S.C. §§ 251 and 252, and the stated purposes of the Federal Communications Commission ("the FCC") concerning the availability of dedicated transport in the form of dark fiber as a UNE, as stated in the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 99-238 (released November 5, 1999) ("*UNE Remand Order*").

As the FCC noted, "[l]ack of access to ubiquitous transport alternatives, which allow competitive LECs to interconnect their networks with all the central offices serving their customers, will impair these carriers' ability to provide the services they seek to offer." *UNE Remand Order* at ¶ 350. Cavalier therefore respectfully requests that the Commission deny Verizon authority to provide interLATA service in Pennsylvania. If such authority is granted, then Cavalier respectfully requests that the Commission also order Verizon to cease its discriminatory, unjust, and unreasonable conduct, and to provide dark fiber as a UNE and as transport on just, reasonable, and non-discriminatory terms.

1. Dark Fiber Search- "The Inquiry Process"

As a result of the dark fiber technical conference on February 26, 2001, it became painfully obvious that Cavalier and Verizon are not operating on a level playing field when searching for and ordering dark fiber in Verizon's network. Competitive local exchange carriers ("CLECs"), such as Cavalier, are limited to a guessing game known as the "inquiry process" to determine whether fiber exists between certain central offices.

The CLECs' tools for finding dark fiber are limited to requesting maps, which do not show if dark fiber is available (2/26 Tr. at p. 36), and sheer guess work, which is a time-consuming process.

In contrast, Verizon has admitted that it has access to a computerized system known as TIRKS which holds the complete inventory and location of all Verizon dark fiber. (2/26 Tr. at p. 55, lines 1-7). Naturally, Verizon does not allow CLECs to directly access the information in this system. (2/26 Tr. at p. 55, lines 1-7). In addition, Verizon admitted at the technical hearing on 2/26/01 that its engineer in the CLEC inquiry process is the same person that searches for fiber for Verizon. (2/26 Tr. at p. 123, line 13). Thus, such engineer has knowledge of a CLEC's inquiry into a segment between central offices with limited fiber that Verizon may also want and could preempt the CLEC by putting in an order for Verizon before the CLEC is in a position to order such fiber.

As described below, this inherent conflict apparently cost Cavalier crucial fiber links during the ordering process. Therefore, Verizon's dark fiber inquiry process is unjust, unreasonable, and discriminatory under §§ 251 and 252 of the Telecommunications Act of 1996, 47 U.S.C. §§ 251 and 252, and it also does not comply with the *UNE Remand Order*.

2. Ordering Dark Fiber

Verizon has further refused to permit Cavalier to order dark fiber until Verizon has completed an "augment" to Cavalier's collocation spaces, which consists of the installation of fiber panels or fiber termination points. (2/26 Tr. at p. 28, line 19). An "augment" of Cavalier's collocation spaces has taken an average of 114 days. (2/26 Tr.

at 81, line 22). Only two weeks before the “augment” is completed will Verizon accept a dark fiber order and issue a circuit facility assignment (“CFA”). (2/26 Tr. at p. 29).

By the time the “augment” is completed, there is no guarantee that the dark fiber will be available, and Verizon will not allow Cavalier to reserve dark fiber while the “augment” is under construction nor will Verizon allow Cavalier to order fiber directly to its collocation space for a temporary CFA. Instead, Verizon insists upon the ability to assign the dark fiber to itself during Cavalier’s “augment” on a “first come first served basis.” That is exactly what has happened to Cavalier in Pennsylvania on numerous occasions. Indeed, Verizon admitted that it ordered for itself all of the fiber in three crucial Cavalier fiber segments. As detailed in the Response of Verizon to In-Hearing Data Request Number 27 Dated February 26, 2001, requested by Commission staff (2-26 Tr. starts at p. 128, line 1), just before the “augments” were complete, Verizon skillfully hoarded all the fiber in 3 segments that were crucial to Cavalier’s network—while Cavalier was delayed and prohibited from ordering such fiber due to the cumbersome ordering/augment process.

Verizon's actions have severely impaired Cavalier's ability to use any dark fiber in Verizon's network because such segments were crucial links to Cavalier's main collocation hub and switch site. Without the segments described above, the result of Verizon's conduct was that Cavalier was denied a fiber path from its main hub (the Hatboro central office) to the Market Street Tandem.

This situation is patently unjust and unreasonable under Section 251 of the Telecommunication Act and under the UNE Remand Order. It is also discriminatory because Verizon exercises total control over the process and can thus easily take or reserve dark fiber for itself as demonstrated in In-Hearing Data Request Number 27. Indeed, Verizon admitted that it routinely assigns dark fiber to itself **8 weeks prior to the installation of dark fiber equipment, in order to light such fiber.** (2/26 Tr. at p. 123, lines 23-25). Cavalier, however, was prohibited from entering an order until the fiber panels were installed, a process that lasted almost 4 months.

In contrast to the instant availability (and eight-week head start) enjoyed by Verizon, it took Cavalier **8 months**, from start to finish, including the fiber inquiries and subsequent augments, to receive little more than half of the fiber that Cavalier requested. At the end of the entire, arduous process, Verizon completed only 56% of the dark fiber orders that Cavalier requested. Thus, Verizon took the remaining 44% of the fiber that Cavalier requested for itself because no other CLEC requested fiber in Pennsylvania. (2/26 Tr. at p. 13, line 17). See Attachment A. A 56% completion rate is not a passing grade in any school, and it should not be allowed in this proceeding.

Furthermore, a large percentage of the fiber provided to Cavalier could not be used because it did not conduct light and was returned to Verizon for resolution of the problem. See Attachment A. To add insult to injury, Verizon has admitted that it incorrectly informed Cavalier about the true amount of fiber available in each segment, which turned out to be only half the amount originally quoted to Cavalier during the inquiry process. See In-Hearing Data Request Number 27 (2/26/01). Thus, Cavalier relied on this faulty information and paid several thousand dollars per collocation site to augment such sites for dark fiber in vain.

Therefore, Cavalier respectfully suggests that Verizon can and must make vast improvements to the current system, to eliminate the disarray, uncertainty, and potential for discrimination. Verizon could accomplish much of that goal simply by allowing CLECs like Cavalier to order dark fiber through a queue process like that used by Verizon for collocation, or by allowing a carrier to order fiber directly to its collocation space for a temporary CFA while the augment is completed.

Verizon's continued use of the current process, and its failure to implement a reasonable dark fiber reservation system or temporary CFA system, is unjust, unreasonable, and discriminatory under §§ 251 and 252 of the Telecommunications Act of 1996, 47 U.S.C. §§ 251 and 252. Continued use of that process also does not comply with the *UNE Remand Order's* dictate for Verizon to make dark fiber available to competitors like Cavalier on a non-discriminatory basis.

B. Pricing Issues: Dark Fiber

Cavalier supports Judge Louis G. Cocheres' proposed pricing for dark fiber in Docket Nos. R-00005261 and R-00005261C0001 (Further Pricing of Verizon PA UNEs)

C. Metrics Issues: Dark Fiber

In light of Cavalier's experience set forth above, some form of dark fiber metric is necessary to ascertain Verizon's compliance with these checklist items 2 and 5.

II. SECTION 271(c)(2)(B)(iii) – CHECKLIST ITEM 3: POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

Cavalier submits no further comments regarding this checklist item.

III. SECTION 271(c)(2)(B)(i) – CHECKLIST ITEM 1- COLLOCATION POWER CHARGES

Cavalier is litigating this issue with Verizon, as stated in Cavalier's original comments.

IV. CONCLUSION

Wherefore, Cavalier requests that Verizon not be given its requested relief because it has failed to satisfy the aforementioned checklist items.

Martín Jorge Arias, Esq.
Director of Business Development
Cavalier Telephone Mid-Atlantic, LLC.
965 Thomas Drive
Warminster, PA 18974

Dated: Feb. 12, 2001

VERIFICATION

STATE OF VIRGINIA :
 :
CITY OF RICHMOND : SS.

Brad A. Evans, Affiant, being duly sworn according to law, deposes and says that:

He is the Manager of Applicant, Cavalier Telephone Mid-Atlantic, LLC;

That he is authorized to and does make this affidavit for said corporation; and

That the facts above set forth are true and correct to the best of his knowledge, information, and belief and that he expects said corporation to be able to prove the same at any hearing hereof.

Sworn and subscribed before me this

_____ day of June, 1999.

My commission expires on _____.

Dark Fiber Summary -

Status	Per CavTel	
Total Dark Fiber Orders - Philly	50	
Orders Pending by Vz.	1	2%
Orders Cancelled by Vz.	21	42%
Orders Completed by Vz.	28	56%
Completed Orders Accepted	12	43%
Completed Orders with Trouble	14	50%
Completed Orders Being Tested by CavTel	2	7%

Cavalier PON#	A Loc	Z Loc	Date ASR Sent	Date FOC Rcvd	Date DLR Rcvd	Verizon		Cavalier Status
						Status	Date	
CAV1-P-DF-00950	Market	Regent	01/17/01	02/01/01	02/02/01	Completed	02/27/01	Passed to Verizon for re-test.
CAV1-P-DF-00951	Market	Regent	01/17/01	02/01/01	02/02/01	Completed	02/27/01	Accepted
CAV1-P-DF-00952	Jefferson	Regent	01/17/01	02/01/01	02/02/01	Completed	02/27/01	Accepted
CAV1-P-DF-00953	Jefferson	Regent	01/17/01	02/01/01	02/02/01	Completed	02/27/01	Accepted
CAV1-P-DF-00954	Jefferson	Regent	01/17/01	02/01/01	02/02/01	Completed	02/27/01	Accepted
CAV1-P-DF-00955	Jefferson	Regent	01/17/01	02/01/01	02/02/01	Completed	02/27/01	Accepted
CAV1-P-DF-00956	Jefferson	Mayfair	01/17/01	02/07/01	02/13/01	Completed	02/27/01	Accepted
CAV1-P-DF-00957	Jefferson	Mayfair	01/17/01	02/07/01	02/13/01	Completed	02/27/01	Accepted
CAV1-PA-DF-00958	Mayfair	Pilgrim	01/17/01	02/07/01	02/20/01	Completed	02/28/01	Cavalier re-testing for trouble
CAV1-PA-DF-00959	Mayfair	Pilgrim	01/17/01	02/07/01	02/20/01	Completed	02/28/01	Cavalier re-testing for trouble
CAV1-PA-DF-00960	Mayfair	Pilgrim	01/17/01	02/07/01	02/13/01	Completed	02/28/01	Cavalier re-testing for trouble
CAV1-PA-DF-00961	Mayfair	Pilgrim	01/17/01	02/07/01	02/20/01	Completed	02/28/01	Cavalier re-testing for trouble
CAV1-PA-DF-00962	Jenkintown	Pilgrim	01/18/01	02/07/01	02/20/01	Completed	02/28/01	Cavalier re-testing for trouble
CAV1-PA-DF-00963	Jenkintown	Pilgrim	01/18/01	02/07/01	02/20/01	Completed	03/01/01	Cavalier re-testing for trouble
CAV1-PA-DF-00964	Jenkintown	Pilgrim	01/18/01	unknown	02/21/01	Completed	03/02/01	Cavalier re-testing for trouble
CAV1-PA-DF-00965	Jenkintown	Pilgrim	01/18/01	unknown	02/21/01	Completed	03/02/01	Cavalier re-testing for trouble
CAV1-PA-DF-00966	Jenkintown	Willowgrove	01/18/01	unknown	02/21/01	Completed	03/02/01	Passed to Verizon for re-test.
CAV1-PA-DF-00967	Jenkintown	Willowgrove	01/18/01	unknown	02/21/01	Completed	03/02/01	Passed to Verizon for re-test.
CAV1-PA-DF-00968	Jenkintown	Willowgrove	01/25/01	unknown	02/20/01	Completed	03/07/01	Passed to Verizon for re-test.
CAV1-PA-DF-00969	Jenkintown	Willowgrove	01/25/01	unknown	02/20/01	Completed	03/07/01	Passed to Verizon for re-test.
CAV1-PA-DF-00970	Hatboro	Willowgrove	01/25/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00971	Hatboro	Willowgrove	01/25/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00972	Hatboro	Willowgrove	01/17/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00973	Hatboro	Willowgrove	01/17/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00974	Ambler	Hatboro	01/18/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00975	Ambler	Hatboro	01/18/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00976	Ambler	Hatboro	01/18/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00977	Ambler	Hatboro	01/18/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00978	Ambler	Conshohocken	01/18/01	unknown	02/13/01	Completed	03/01/01	Passed to Verizon for re-test.
CAV1-PA-DF-00979	Ambler	Conshohocken	01/18/01	unknown	02/20/01	Completed	03/01/01	Accepted
CAV01-PA-DF-00980	Ambler	Norristown	02/01/01	NA	NA	Cancelled		Cancelled
CAV01-PA-DF-00981	Ambler	Norristown	02/01/01	NA	NA	Cancelled		Cancelled
CAV01-PA-DF-00982	Ambler	Norristown	02/16/01	NA	NA	Cancelled		Cancelled
CAV01-PA-DF-00983	Ambler	Norristown	02/16/01	NA	NA	Cancelled		Cancelled
CAV01-P-DF-00984	Hatboro	Warrington	02/16/01	NA	NA	Cancelled		Cancelled
CAV01-P-DF-00985	Hatboro	Warrington	02/16/01	NA	NA	Cancelled		Cancelled
CAV01-P-DF-00986	Hatboro	Warrington	02/16/01	NA	NA	Cancelled		Cancelled
CAV01-P-DF-00987	Hatboro	Warrington	02/16/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00988	Line Lexington	Warrington	01/18/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00989	Line Lexington	Warrington	01/18/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00990	Line Lexington	Warrington	01/18/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00991	Line Lexington	Warrington	01/18/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00992	Lansdale	Line Lexington	01/18/01	unknown	02/13/01	Completed	02/27/01	Accepted
CAV1-PA-DF-00993	Lansdale	Line Lexington	01/18/01	unknown	02/13/01	Completed	02/27/01	Accepted
CAV1-PA-DF-00994	Ardmore	Bala Cynwyd	01/18/01	unknown	02/13/01	Completed	03/01/01	Accepted
CAV1-PA-DF-00995	Ardmore	Bala Cynwyd	01/18/01	unknown	02/13/01	Completed	03/01/01	Accepted
CAV1-PA-DF-00996	Ambler	Willowgrove	02/01/01	unknown	02/21/01	Completed	03/12/01	Cavalier testing
CAV1-PA-DF-00997	Ambler	Willowgrove	02/01/01	unknown	02/21/01	Completed	03/12/01	Cavalier testing
CAV1-PA-DF-00998	Ambler	Willowgrove	02/19/01	NA	NA	Cancelled		Cancelled
CAV1-PA-DF-00999	Ambler	Willowgrove	02/19/01	unknown	03/01/01	Pending		Pending

D

Accessible



"2 Step Interim Process (Ordering and Provisioning) – Arkansas, Kansas, Missouri, Oklahoma, Texas"

Date: September 20, 2000

Number: **CLEC00-180**

Contact: Southwestern Bell Telephone Company Account Manager

Southwestern Bell Telephone Company has introduced a new interim process (2 Step Process) that will allow collocated customers the opportunity to order Unbundled Network Elements DS3, OC3, OC3c, OC12, OC12c and dark fiber, (when and where available), from collocation to collocation (interoffice), prior to the completion of the construction of the collocation cage. This 2 Step Process will be forthcoming in the Pacific Bell, Nevada Bell, the Ameritech states and Southern New England Telephone areas.

Collocated customers are now allowed to utilize the 2 Step process for ordering Unbundled Network Elements DS3, OC3, OC3c, OC12, OC12c and dark fiber, (when and where available), between collocations (interoffice) before the Access Point of Termination (APOT) or CFA information is available. An initial order will be accepted with the Project Id Field populated with 2STEP as the first five characters and REMARKS identifying that **APOT or CFA information will follow on a subsequent order**. Once that initial order is completed, billing for that circuit will begin.

Once the APOT or CFA information becomes available, the collocated customer will send a rearrange order to add the APOT or CFA information. On this rearrange order, the collocated customer should include the **2STEP Project Id and REMARKS identifying that Order issued to add APOT or CFA information**.

Some restrictions will apply to this offering. Prior to issuing an order requesting the 2STEP process to be used, the collocated customer must have the following:

1. The collocation contract has to be signed
2. The collocation due dates must be known
3. The collocation CLI has to be established

Please contact your Southwestern Bell Telephone Company Account Manager for additional information regarding this 2 Step Process. Southwestern Bell Telephone Company reserves the right to make any modifications to or to cancel the above information prior to any tariff filings. Should any modifications be made to the information, these modifications will be reflected in a subsequent letter. Southwestern Bell Telephone Company will incur no liability to the carriers if such information, mentioned above, is cancelled by Southwestern Bell Telephone Company.

